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AN ORDINANCE 2015-06-18-0569

AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MOORE IACOFANO GOLTSMAN, INC. FOR CONSULTANT SERVICES PERTAINING TO THE CITY'S COMPREHENSIVE PLAN DEVELOPMENT AND ADDITIONAL PUBLIC OUTREACH EFFORTS, FOR AN ADDITIONAL AMOUNT NOT TO EXCEED $258,880.00, CONSISTING OF $118,880.00 FROM BUDGETED GENERAL FUNDS AND $140,000.00 FROM COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $546,000.00

* * * * *

WHEREAS, on October 9, 2014 the City Council authorized the execution of a professional services agreement with Moore Iacofano Goltsman, Inc. (MIG), in the amount not to exceed $250,000.00 for consultant services pertaining to the Comprehensive Plan update.; and

WHEREAS, in February 2015 the professional services agreement with MIG was amended to include additional deliverables and scope of work for an additional $37,120.00, in accordance with the original contract provisions; and

WHEREAS, the City Council has approved the use of Community Development Block Grant (CDBG) Program funds in connection with the City's Comprehensive Plan (the "Plan"); and

WHEREAS, the City Council has determined that it would be in the best interest of the City to authorize an amendment to the MIG professional services agreement to expand development and related public outreach efforts, for the additional amount not to exceed $258,880.00, consisting of $118,880.00 from budgeted general funds and $140,000.00 from Community Development Block Grant funds, for a total contract amount not to exceed $546,000.00; **NOW THEREFORE**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee is hereby authorized to execute an amendment to the professional services agreement with Moore Iacofano Goltsman, Inc., for consultant services pertaining to the Comprehensive Plan's development and related public outreach efforts for an additional amount not to exceed $258,880.00 for the period of June 18, 2015 to extend through December 31, 2015, with substantially the same terms

and conditions as those set out in the draft agreement attached hereto as **Attachment "A".**

SECTION 2. The sum of $258,880.00 is hereby appropriated in the designated funds below and will be disbursed from the following General Ledgers, Cost Centers, and Internal Orders. Payment not to exceed the budgeted amount is authorized to Moore Iacofano Goltsman, Inc. and should be encumbered with a purchase order.

Fund	General Ledger	Cost Center	Internal Order	Amount
28040000	5202020		150000000044	$140,000.00
11001000	5201040	5002000001		$118,880.00

SECTION 3. The financial fiscal allocations in this Ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance shall be effective immediately upon passage by eight or more affirmative votes; otherwise, it shall be effective on the tenth day after passage.

PASSED AND APPROVED this 18th day of June, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**43 (in consent vote: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 24, 25A, 25B, 25C, 25D, 25E, 25F, 25G, 25H, 26, 28, 29, 30, 31, 32, 33, 34, 35A, 35B, 36, 37, 38, 39, 41, 42, 43, 44, 45, 46, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64A, 64B, 65A, 65B, 66A, 66B, 66C, 67A, 67B, 67C, 68A, 68B, 68C, 69A, 69B, 69C, 69D, 70A, 70B, 70C, 70D, 70E)**
Date:	06/18/2015
Time:	10:00:14 AM
Vote Type:	Motion to Approve
Description:	An Ordinance for the City's Comprehensive Plan authorizing an amendment to the professional services agreement with Moore Iacofano Goltsman, Inc. for consultant services pertaining to the Plan's development and related public outreach efforts for an additional amount not to exceed $258,880.00, consisting of $118,880.00 designated for public outreach from savings within the Planning and Community Development Department's FY 2015 General Fund Budget and $140,000.00 from available Community Development Block Grant funds, for a total contract amount not to exceed $546,000.00. [Peter Zanoni, Deputy City Manager; John Dugan, Director, Planning & Community Development]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				
Alan Warrick	District 2		x				x
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR COMPREHENSIVE PLAN CONSTULTING SERVICES PHASE II

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("City") acting by and through its City Manager, pursuant to Ordinance No. _____ passed and approved on the ____ day of ____, ____ and Moore Iacofano Goltsman, Inc. (MIG) by and through its CEO/Principal, Daniel Iacofano, ("Consultant"), both of which may be referred to herein collectively as the "Parties".

WHEREAS, City and Consultant entered into an agreement entitled "Professional Services Agreement for Comprehensive Plan Consulting Services Phase II" ("Original Contract"), per Ordinance 2014-10-09-0783, under which the Parties set forth their agreement for Consultant to develop an updated Comprehensive Plan for the City of San Antonio while actively engaging the community in the creation of the vision for growth and development; and

WHEREAS, City and Consultant amended the Original Contract to expand the Scope of Services and update the compensation schedule, in accordance with Section XVI of the Original Contract, and said amendment ("Amendment I") became effective on February 10, 2015; and

WHEREAS, the Original Contract and Amendment I provided for a term beginning on the 9th day of October, 2014 and ending on the 31st day of December, 2015; and

WHEREAS, the parties again wish to amend the Original Contract, to expand the Scope of Services and update the compensation schedule as described herein;

NOW, IN ACCORDANCE THEREWITH, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. AMENDMENTS

A. Article III, entitled "**Scope of Services**", of the Original Contract, and as amended through Amendment I, is hereby amended to read, in its entirety, as follows:

Attachment A

III. SCOPE OF SERVICES

3.1 Consultant agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation.

3.2 The objective of this scope of work is to develop an updated Comprehensive Plan for the City of San Antonio while actively engaging the community in the creation of the vision for growth and development.

3.3 The scope of work shall include the following tasks: Policy Review and Synthesis, Develop Policy Papers, Public Engagement and Website Creation, Develop Urban Design Illustrations, Draft the Comprehensive Plan Document, Comprehensive Plan Meetings, Project Management, Brand Guidelines, Design Templates, and Plan Element Working Group Meetings.

3.3.1 Document Policy Review and Synthesis

MIG's Responsibility: MIG will review relevant existing City, and other agency, long-range planning documents, including SA2020, the 2010 Update to the Master Plan Policies, VIA Metropolitan Transit Agency studies and plans, Alamo Area Metropolitan Planning Organization studies and plans, and the EPS Phase I Comprehensive Plan Studies. The plans and studies will be provided to MIG by DPCD. MIG, in consultation with the Director, or his/her designee, will identify the relevant existing goals and policies that will be transferred into the various elements of the updated comprehensive plan. MIG will identify all necessary documents for review in coordination with DPCD staff. Tele-conference communication shall be acceptable for this task.

The MIG Team will prepare a comprehensive plan technical background report that summarizes existing conditions within San Antonio in a succinct format. In addition, the MIG Team will supplement the report with a PowerPoint presentation for use during meetings with advisory committees, decision makers, and the community, and for posting on the project website. The report will summarize background information and include maps, graphics, photos and narrative text describing the following:

- Housing, Growth, Land Use, and Population: Summary of population, household and employment trends in San Antonio, as well as historical land use patterns and policies. This will also include a summary of housing conditions based on work prepared by the consultant working on the 5-year Federal Consolidated Plan.

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- Transportation: Summary of existing transportation and mobility conditions and background data.

- Community Health: Summary of public health topics including physical activity levels, land use patterns and transportation networks as they relate to active transportation, and access to nutritious foods, health care and health facilities.

- Sustainability: Summary of the existing conditions in the community related to sustainability, relative to both the built and natural environment, including water and energy use and efficiency, green buildings and climate change adaptation.

- Military: Summary of existing conditions related to the substantial military presence in San Antonio, describe future growth plans for military bases, and identify background data to be utilized for policy development as they relate to the vision for the city's military presence.

- Economic: Summary of economic trends including major employers, industries and occupations.

The deliverable in this task will be a Technical Background Report developed and submitted in both Microsoft Word and .pdf formats, with Executive Summaries for each chapter detailing the findings of the existing document review.

City's Responsibility: DPCD will be responsible for providing all requested documents for MIG review. Further, the City will coordinate with relevant public agencies to provide their studies, plans, etc. that are not under City control. All documents will be submitted to MIG in the requested format. DPCD will conduct all presentations regarding this task and will produce all copies and printed materials.

3.3.2 Policy Papers

MIG's Responsibility: MIG will lead the development of six policy papers, with City staff as support. This phase will engage various industry and community leaders, including those organizations currently acting as "SA2020 cause area lead partners", in the development and discussion of expert group policy papers.

The MIG Team will prepare a series of topical policy papers that will include assets, opportunities and challenges. These "white papers" will be a key step in the planning process and will provide the basis for more specific policy

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recommendations. The paper will also include and consolidate input received from previous community outreach efforts and the topic-specific industry sector meetings.

The policy papers will be on the following topics:

- Housing, Growth, Land Use, and Population (to include Annexation):

  1) Detailed discussion of various land use scenarios, with a recommended "preferred land use scenario" that will guide the comprehensive planning process.

  2) Discussion and analysis of specific areas for catalytic change and growth, infill opportunities, and areas of preservation.

  3) An Annexation Policy Framework detailing recommended policy modifications to address growth and annexation issues.

- Transportation (this will be coordinated with the Transportation & Capital Improvements Department and will occur in collaboration with the City's Multi-Modal Transportation Plan initiative): Discussion of appropriate goals, policies and objectives as they relate to the vision for the city's transportation system.

- Community Health, Public Facilities and Safety: Analysis of police, fire and emergency service facilities/locations, as well as schools, childcare and senior care facilities, goals, policies and programs.

- Sustainability (both built and natural environment): Coordinate with the Office of Sustainability on:

  1) Analysis of climate change impacts, mitigation and adaptation strategies.

  2) Analysis of policies and ideas from the other policy papers to identify environmentally and ecologically sustainable infill development approaches at different scales to develop a sustainable infill model for San Antonio.

  3) Method for integrating the Sustainability Plan Framework within the Comprehensive Plan.

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- Military:

  1) Policy paper will incorporate discussion related to the various Joint Land Use Studies in Bexar County and neighboring counties.

  2) Analysis of potential impacts on services due to an increasing number of veterans and retirees in San Antonio.

- Economic Competitiveness: Development of new goals and policies to establish a coordinated, multifaceted approach to economic development and a plan to ensure the City is well positioned to attract workers and businesses.

Each policy paper will be prepared in Microsoft Word. Creativity in the development of the policy paper is encouraged to improve the quality and functionality of the paper, provided that the final component list is approved by the DPCD Director or his designee. Policy Papers will include the following components:

1) Cover Page

2) Credits

3) Table of Contents (with a List of Figures)

4) Introduction and Intent

5) List of Participants and Interviewees

6) Executive Summary/Introduction to the Plan Element – Definition of the Key Policy Issues, Background Data and Abbreviated Recommendations

7) Detailed Discussion of Key Policy Issues and Detailed Recommendations

8) Definitions

MIG will include the review of the different growth center scenarios (as developed by EPS in the Phase I Comprehensive Plan Studies), annexation policy, housing/job opportunities and constraints assessment, preferred land use and the integration of transit supportive land use with local/regional transportation plan(s), and the draft Comprehensive Plan policies in the applicable policy paper.

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MIG will develop the basic characteristics of the Comprehensive Plan Elements based on continuous and diverse community input. MIG will modify and finalize the Comprehensive Plan Elements in coordination with City staff. Lastly, in order to ensure broad support of the Comprehensive Plan, MIG will also propose to City staff, modify, and finalize the basic characteristics of the Comprehensive Plan Elements based on continuous and diverse community input.

The deliverable in this task will be six (6) policy papers, all developed and submitted in Microsoft Word format, and a PowerPoint (with notes pages) on each report detailing the findings that will be presented by City staff at the City Council's Comprehensive Planning Committee.

City's Responsibility: DPCD will be responsible for developing the list of industry leaders to participate in the development of the comprehensive plan policies, with assistance from the City Council's Comprehensive Planning Committee – a subcommittee of the City Council. DPCD will provide MIG with a detailed list of all "expert groups" and other significant stakeholders. The City and MIG will collaborate on the most appropriate forum to engage the various stakeholders and will be support staff at all meetings and tele-conferences (as applicable). The City will be responsible for the logistical organization of all meetings and tele-conferencing and will produce all copies and printed materials.

City staff will provide one consolidated and internally confirmed set of comments, from City staff, advisory committees, and confirmed decision makers, on the draft policy papers to the MIG Team. The MIG Team will then update each paper to address and reflect City staff comments and direction.

DPCD will present the policy papers to the advisory committees, for their input and response. DPCD will collaborate with MIG to finalize the reports based on advisory committees' feedback. MIG will make all requested changes.

3.3.3 Public Engagement and Website Creation

A) Public Engagement

MIG's Responsibility: To engage various stakeholder groups and the general public in the planning process in order to ensure that the Comprehensive Plan reflects the values and core interests of the public and gains support from the San Antonio City Council. To gain support for the policies that will be a result of the Comprehensive Plan effort. The Comprehensive Plan (Plan) is closely coordinated with the City's public involvement efforts related the Multimodal Transportation Plan (MMTP) and the Sustainability Plan (SP).

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The public involvement process will be iterative. It will turn to the public for advice and innovation, and the consultant team and City staff will use that advice and innovation to present possible policy solutions. After reviewing those policy options with the public, the consultant team and City staff will incorporate the public's advice and recommendations into the final recommended Plan to the maximum extent possible. The process will engage the general public and stakeholders including, but not limited to, the following:

- Neighborhood and homeowner association representatives;
- Real estate developers, building owners and managers, property owners, architects, and contractors;
- High school and college students;
- Young professionals; and
- Senior citizens.

A1) Neighborhood and Homeowner Association Workshop Series ("Association Workshop")

The Association Workshop will include three rounds of meetings, each held at key points in the plan development timeline. Each round will include three meetings strategically located around the San Antonio area. Participants will include neighborhood/homeowner association representatives and residents, who will be invited to attend the meeting that is most convenient for them.

These will be detailed, technical meetings where participants are asked for feedback on information provided to them, as well as for their input on other Plan-related issues. The input gleaned from these workshops will be used by the consultants to generate draft policy recommendations and/or options for the Comprehensive Plan to be discussed at a subsequent public meeting.

MIG will lead the facilitation of the meetings and subconsultant Ximenes and Associates will assist in preparations and coordination.

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A2) Real Estate, Business, Commercial Workshop Series ("Business Workshop")

The Business Workshop will include two rounds of meetings. Each round will consist of a single meeting in a central location for participants from the business community.

These will be detailed, technical meetings where participants are asked for feedback on information provided to them, as well as for their input on other Plan-related issues. The input gleaned from these workshops will be used by the consultants to generate draft policy recommendations and/or options for the Comprehensive Plan to be discussed at a subsequent public meeting.

MIG will lead the facilitation of the meetings and subconsultant Ximenes and Associates will assist in preparations and coordination.

A3) Targeted Focus Group and Stakeholder Workshops ("Focus Group Workshops")

The Focus Group Workshops will include no more than five individual meetings held at different locations throughout the city. Each meeting will be targeted to specific demographic groups, including but not limited to youth groups, young professional groups and senior organizations. These meetings would be open to the public but situated and timed in such a way to cater to the target participants, and the format and outcomes would be similar to the other "workshop" meetings described above.

The input gleaned from these workshops would be used by the consultants to generate draft policy recommendations and/or options for the Comprehensive Plan to be discussed at a subsequent public meeting.

MIG, with subconsultant Ximenes and Associates, will develop materials for the Focus Groups/Stakeholder Meetings. DPCD staff will facilitate the meeting using the packaged materials provided by the Consultant Team.

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A4) Online Public Surveys

MIG will prepare and execute two Online Public Surveys to get people's opinions about specific issues related to the development of the Plan. The surveys will provide an avenue to gather opinions from those residents who did not attend the workshops. The surveys will be timed to follow the first and second series of Association and Business Workshops. The surveys will be supplemented by an online discussion board (MindMixer) to provide for more detailed discussion comparable to what will occur at the workshops described above.

A5) Community Workshops

MIG will lead two Community-wide workshops. The first will introduce transportation alternatives and urban design concepts. Discussion will include trade-offs associated with the various development/design alternatives and focus on built form, place-making, neighborhood quality, and air quality. Participation will be open to the general public, as well as participants from the Plan's Workshops #1 and #2.

The second workshop will focus on informing people who have been involved in the Plan development and the broader community about the substance of the Plan for their review and clarification. There would be opportunities to comment on the plan with the clear understanding that unless there is an outcry about a particular element of the Plan, the document will not be significantly modified. This final workshop will present and discuss key preferred recommendations of the Comprehensive Plan as they relate to individual elements. Each element could have its own station/area. Community feedback will include prioritizing the importance of the recommendations.

MIG subconsultant Ximenes and Associates will assist in organizing and coordinating the workshop. MIG will lead the workshop facilitation and subconsultants PB and EPS will participate.

City's Responsibility: DPCD will be responsible for organizing all logistics related to all meetings. The City will duplicate all written documents and will provide all necessary materials for potential meeting exercises. DPCD agrees to be the official contact for all

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correspondences related to meetings. DPCD staff will also be responsible for outreach regarding and promotion of meetings. Potential methods include the following:

Media Relations
Press releases and radio public service announcements will be developed to announce activities and report on the status and/or highlights of the Plan's progress. These will be coordinated with the Public Information Officer, who will be the one who actually send them to the media in order to get the best exposure.

Outreach Methods for Meetings and Activities
In addition to the website and social media, outreach can be enhanced by:

- Using the marquee at meeting venues that have them;
- Moveable signs at strategic locations announcing meetings;
- Sending information to neighborhood newsletters; and
- Asking churches or other NGOs to publish meeting notices in their bulletins or announce at their meetings.

B) Website Development Process and Creation

MIG's Responsibility: MIG will establish three websites using the Townsquare content management system (CMS) for the San Antonio Comprehensive Plan. The look and feel for these sites will be implemented across all plans, including transportation and sustainability. As part of the website development process, MIG will utilize an existing website template of the City's choosing as a basis for design. MIG will then modify the template specifically for this project so all three websites will match brand guidelines. All websites will be mobile-friendly and accessible by desktop computer, tablet and smart phone users.

The website development process will be begin with a project initiation meeting, where the Parties will establish the requirements for the project, discuss the goals of the website, establish roles and responsibilities and set project milestones. Based upon what is learned at the project initiation meeting MIG will create one set of wireframe diagrams for client review. Wireframes will show the structure and navigation of an interface before the specific details have been fully

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fleshed out. MIG will then produce high fidelity prototypes (HFP), which bring color, typography and graphics into the mix for the City to see how the final deliverable will look in the context of a browser.

After the design is approved by the City, MIG will integrate the design into the Townsquare CMS. MIG will create a Quality Assurance site prior to launch for the City's review. The City will be able to add content from an administrator's area. After the City's final content approval MIG will launch the websites.

Specific sub-tasks associated with the website development include:

- Project initiation meeting
- Development of wireframes / task flows / high fidelity prototypes
- Revise concepts based on review (1 round of review after the wireframe / HFP phases)
- Integrate design chosen into Townsquare software
- Launch websites

The deliverable in this task will be three (3) SA Tomorrow websites (Comprehensive Plan, Multimodal Transportation Plan, and Sustainability Plan) through a single interface.

City's Responsibility: DPCD will support MIG in the maintenance and upkeep of the Comprehensive Plan website and will provide necessary information in a timely manner. For maximum efficiency, all requested content changes will be completed either by MIG staff or a designated City staff (with administrator access permission to the site) in a timely manner.

3.3.4 Develop Urban Design Illustrations

MIG's Responsibility: For inclusion in the comprehensive plan document as it relates to urban form, MIG will create up to twenty (20) urban design illustrations of various town, village, and neighborhood design concepts. These illustrations will depict birds-eye and other views of specific growth center types and will include the "before and after" applications of smart-growth concepts as are commonly applied to existing commercial corridors, neighborhood centers, transit nodes and other growth center types. The primary illustrations will be developed with a hand-drawn effect. MIG shall supplement these illustrations

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with computer-aided design techniques to ensure the proper appearance of each illustration.

Further, MIG will develop a "building prototype technical manual" and supplemental PowerPoint presentation, of images of the building prototypes to achieve desired density in the recommended growth centers. These illustrations are not required to be hand-drawn; actual photographs and examples are deemed more appropriate for this portion of the task. Example: Many of these buildings may be medium-density structures that are compatible within an existing neighborhood context and should relate architecturally to a neighborhood in San Antonio.

The deliverables in this task will be up to twenty (20) urban design illustrations in original and digital format, to include PDF (MIG can prepare additional illustrations based upon scope and budget discussion with City staff). Additionally, MIG will deliver a "Recommended Building Prototypes Technical Manual" with a supplemental PowerPoint (with notes pages) detailing the findings and illustrations that will be presented by City staff at the City Council's Comprehensive Planning Committee.

City's Responsibility: DPCD will collaborate with MIG on the concepts behind the illustrations and shall approve all work prior to being considered final. Further, DPCD will collaborate with MIG on the selection of neighborhoods that may be used in depicting context-sensitive infill development solutions for the "building prototype technical manual." City staff will also provide one consolidated and internally confirmed set of comments from City staff, advisory committees, and confirmed decision makers, on the draft illustrations to the MIG Team. The MIG Team will then update the illustrations to address and reflect City staff comments and direction.

3.3.5 Draft the Comprehensive Plan and Implementation Document; "E-Plan"

MIG's Responsibility: MIG will develop a policy framework document that identifies new and/or modified goals, policies and implementation programs needed to implement the preferred land use scenario, which shall be utilized as the key tool to develop the organizational structure of the Comprehensive Plan.

MIG will also prepare a draft and a final web-based Comprehensive Plan Document and Implementation Report, which will include all updated plan elements (tentative elements below) in response to directives from DPCD, the Comprehensive Planning Committee and the City Council. The web-based Comprehensive Plan Document will be based on the vision, policies, strategies

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and ideas that emerge from the SA 2020 and Comprehensive Plan processes. The document will comply with all federal, state, and local laws, rules and regulations.

Tentative Comprehensive Plan Elements

- Growth & Urban Form
- Transportation & Connectivity
- Housing
- Green & Healthy Communities
- Public Facilities & Community Safety
- Historic Preservation
- Military Affairs
- Jobs and Economic Competiveness
- Natural Resources
- Implementation Report

MIG will develop the comprehensive plan in an interactive electronic platform, such as "TownSquare" software. The electronic platform will be hosted by MIG, be transferable to the City, and will be the intellectual property of the City of San Antonio. MIG will train relevant City staff in the use of the software and enable staff to make edits as needed. The document will comply with the all federal, state, and local laws, rules and regulations.

The deliverable in this task will include a draft and final web-based Comprehensive Plan supplemented by a cover memo and PowerPoint (with notes pages) detailing the findings that will be presented by City staff at the City Council's Comprehensive Planning Committee.

City's Responsibility: City staff will provide one consolidated and internally confirmed set of comments from City staff, advisory committees, and confirmed decision makers, on the draft web-based Comprehensive Plan to the MIG Team. The MIG Team will then update the web-based Comprehensive Plan to address and reflect City staff comments and direction.

DPCD will facilitate the formal approval process and will manage all related public hearings. Any and all printed material will be provided by the City.

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All public hearing expenses related to the approval process will be paid by the City.

3.3.6 Required Comprehensive Plan Meetings

MIG's Responsibility: To ensure maximum budget efficiency, the City will work to schedule "meeting windows" where members of the MIG Team can attend multiple meetings/events on the same day or on back-to-back days. City staff will be present at all workshops and meetings. A member of the MIG Team will be present at the following workshops and meetings (note: the MIG Team can facilitate and/or attend additional workshops and meetings based upon discussion and approval from City staff):

- In-person meetings with City Staff – **up to 6**
- Virtual meetings with City Staff – **up to 8**
- Co-facilitate large-scale City-wide open houses – **2**
- Virtual meetings/presentations with topic-specific expert groups for policy paper development (e.g., conference calls and/or WebEx) – **up to 15**
- In-person meeting/presentations to the Comprehensive Planning Committee of the City Council – **up to 4**
- Virtual meetings/presentations to the Advisory committees (e.g., conference calls and/or WebEx) – **up to 6**
- Planning Commission study sessions – **0** *(A member of the MIG Team can attend if there is budget available, upon approval by the City)*
- City Council public hearings (attended only by City Staff) – **0** *(A member of the MIG Team can attend if there is budget available, upon approval by the City)*

The afore-mentioned meetings will total 10 in-person and 29 virtual. The estimated/preferred formats are listed above. MIG and the City may mutually agree to change the specific format of meetings as needed, but will not exceed 10 in-person and 29 virtual. MIG will be available for weekly incidental phone contacts from City staff to provide clarifications and updates on the progress of any task and necessary guidance to City staff.

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City's Responsibility: Securing locations, inviting attendees and preparing staff reports for all meetings and public hearings. Leading all meetings and public hearings not attended by consultant or subconsultants. Preparing brief summaries of each meeting and public hearing.

3.3.7 Project Management

MIG's Responsibility: MIG will have a lead role managing the process to ensure the project remains on budget and schedule. This task accounts for MIG's project management and coordination (emails, calls, data transfers, etc.) with both City staff and the subconsultant team. MIG will participate in additional coordination calls, meetings and work sessions to ensure that the three SA Tomorrow plans are well orchestrated, that the City's resources are being leveraged to the fullest extent possible to avoid duplicative efforts, and in preparation for the expanded Public Engagement efforts outlined in Section 3.3.3 of this document.

3.3.8 Brand Guidelines

MIG will develop guidelines for the plan brand and other design elements to ensure consistent usage of the logo and any word marks, tag lines, color palette, fonts, and associated imagery. The criteria will establish a brand hierarchy for any potential sub-brands and co-branding (with partners). The guidelines will include the following elements:

- Articulate the positioning of the brand
- Describe the tone/personality of the brand
- Define the visual identity of the brand and identify key components (fonts, color palette to include black & white, positioning, etc.)
- Integrate the brand with any other logos or brands

The deliverable in this task will be SA Tomorrow Brand Guidelines in .pdf format.

3.3.9 Design Templates

MIG will incorporate the logo and brand elements into a series of templates for use by City staff and other consultants involved in the three planning efforts for the Comprehensive Plan, Sustainability Plan, and Transportation Plan. The templates will allow users to customize content while retaining a consistent look and feel across all materials.

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MIG will deliver three versions of each plan template (the Comprehensive Plan, the Sustainability Plan and the Transportation Plan) and will provide the final chosen template in color and black & white versions. MIG will provide an initial round of training and design review for each template to ensure its proper application.

The deliverables in this task will be:

- **Letterhead template (Microsoft Word)**
- **Presentation template (Microsoft PowerPoint)**
- **Project Fact Sheet template (Adobe InDesign)**
- **Project Flyer template (Adobe Fact Sheet)**
- **E-blast template**

3.3.10 Plan Element Working Groups

MIG's Responsibility: The Plan Element Working Groups will be comprised of appointees from the Comprehensive Plan Advisory Group organizations, as well as other community members identified by City leadership. The working group members will be responsible for sharing their organizations' data, plans, and technical expertise, as well as providing feedback in their specific areas of expertise related to data collected and presented by City staff and the Consultant team.

MIG will take the lead in facilitating the Plan Element Working Group meetings. The meetings may include members of the Sustainability Plan and Multimodal Transportation Plan consultant teams, as deemed appropriate. The first portion of the meetings will be focused on presenting data, findings, and draft reports to the various working groups. The next portion of the meetings will be focused on interaction and the gathering of input and feedback from the participants. The 90- to 120-minute meetings will be targeted and strategically facilitated to ensure that relevant information is provided and that constructive information is gathered in order to draft work products and provide the consultant teams with the information needed to move forward with the goals, indicators, policy papers and other deliverables throughout the project.

Interactive aspects of the project will include the following:

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- **Question and answer throughout the meeting** to provide participants to get clarification about roles, the process, timeline, key findings from existing conditions, or the implications of existing policies

- **Key pad polling** to quickly and efficiently gauge the groups' feelings about goals and prioritization of those goals within element topic areas

- **Wall graphic recording** to capture the conversation in an organized and interactive way. Wall graphic recording is a unique facilitation technique whereby thoughts and ideas are captured in notes and drawings in an organized and attractive manner. The wall graphic recording becomes a part of the meeting that is often interacted with and responded to. When photo reduced, it also provides a readymade meeting summary.

Immediately following each meeting, there will be a 20-30 minute debriefing session between City and Consultant staff. The polling results and the wall graphic will be the primary tools in the debrief sessions. Notes will be taken on priorities and key themes observed. The team (consultants and staff) will identify key takeaways for further development of the policy papers and other relevant deliverables.

At least one week prior to each round of meetings, MIG will provide to DPCD digital versions of all documents to be used and/or presented at the meetings, including but not limited to agendas, PowerPoint presentations, and reports. Following each set of working group meetings, MIG will provide a memo summarizing the meetings, including key-pad polling results and key issues that arise during the groups' discussions.

City's Responsibility: DPCD will be responsible for organizing all logistics related to the working group meetings. The City will duplicate all written documents and will provide all necessary materials for potential working group exercises, except the key pad polling equipment. DPCD will disseminate materials to working group participants electronically. DPCD agrees to be the official contact for all correspondences related to the Plan Element Working Groups and their meetings.

3.3.11 Plan Icon Development

MIG's Responsibility: MIG will develop up to ten (10) plan element icons that visually relate to the overall SA Tomorrow logos and the Comprehensive Plan logo. MIG will also develop up to six (6) focus area

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elements for the Sustainability Plan that visually relate to the overall SA Tomorrow logos and the Sustainability Plan logo. The development process will include three rounds of client review and three rounds of edits. The plan element icons will be delivered in .jpg, .pdf and .eps formats for use in a variety of media and ultimately in the plan documents.

City's Responsibility: DPCD will be responsible for providing consolidated comments for three drafts of the icons in a timely manner.

3.3.12 Existing Conditions Technical Background Report Supplements

A) Infographics

MIG's Responsibility: MIG will develop up to sixteen (16) infographics to supplement the final Existing Conditions Technical Background Report. MIG will review the executive summaries of the report to identify source material for graphics within each of the eight plan elements. MIG will create an initial graphic to establish a graphical style, and will develop a priority list of the order in which subsequent infographics will be created. The initial design concept and priority list will be submitted to City staff for review and approval. Upon approval of the design concept MIG will produce the remaining infographics in order of priority. MIG will provide an initial proof of each infographic for review and will make final revisions and provide final proofs for review. Final infographics will be developed using Adobe InDesign or Illustrator.

B) Outreach PowerPoint Presentation

MIG's Responsibility: MIG will incorporate the approved infographics in a PowerPoint Presentation that will provide a contextual framework that allows viewers a clear understanding of the relationship among the Plan elements. MIG will provide a template and outline of the presentation narrative for review by City staff. Once approved by the City, MIG will create a first draft of the full presentation for review and comment by City staff. MIG will make all client edits and provide the final presentation.

City's Responsibility: DPCD will be responsible for providing, in a timely manner, consolidated comments for two rounds of review for the Existing Conditions Technical Background Report Supplements.

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3.3.13 Enhanced Services for Tasks Completed under the "Professional Services Agreement for Comprehensive Plan Consulting Services Phase II, as Amended"

A) Kick-Off Event

The original Comprehensive Plan consultant services contract scope of work and budget accommodated a public open house and not a High Profile Kick-Off event in conjunction with the concurrent planning efforts. As such, the Comprehensive Plan team requested additional services in preparation for and to outfit the large, coordinated event. These additional services included:

- Extensive coordination with the City staff and consultant teams for the Multimodal Transportation Plan (MMTP) and the Sustainability Plan
- Preparation and review of questions for a survey and MindMixer exercise
- Preparation of a looping Comprehensive Plan overview PowerPoint presentation
- Materials (paper, markers, and tape) for two oversized graffiti walls
- Additional preparation time the day prior to the event
- One night of lodging for two staff between the preparation day and the day of the event

B) Branding

The additional services related to initial branding and logo development include the following unanticipated work tasks:

- Four additional rounds of review/revision
- Developing program names and taglines
- Additional coordination and project management
- Packaging and delivery of final logos and font set to all City staff and consultant teams in a variety of formats

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C) Existing Conditions Technical Background Report

The additional requested services related to initial branding and logo development include the following unanticipated work tasks:

- Development of a written report with chapters and narrative as opposed to a PowerPoint presentation as originally scoped
- Edits to existing conditions mapping based upon change to employment center terminology preference
- One additional round of review/revisions
- Development of executive summaries for each of the topic area chapters
- Additional coordination with subconsultants

3.4 The following shall apply to all tasks specified in Article III. Scope of Services.

3.4.1 All work performed by Consultant hereunder shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Consultant, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Consultant's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

3.4.2 Consultant shall have a reasonable right to rely upon the accuracy and completeness of information provided by the City.

3.4.3 Consultant shall not be responsible for delays in meeting deliverable deadlines that may result due to causes beyond Consultant's reasonable control, provided Consultant notifies City in writing at least fifteen (15) days prior to any such deadline. The City may authorize additional calendar days or make adjustments to the Task schedule and related deliverables, within the existing scope of this Agreement, upon mutual Agreement in writing, between the Director and Consultant, as to the reasonableness of said additional time or adjustment.

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B. Article IV, entitled "**Compensation to Consultant**", of the Original Contract, and as amended through Amendment I, is hereby amended to read, in its entirety, as follows:

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed $546,000.00 as total compensation under this contract. The amount of the Original Amended Contract is amended from $287,120.00 to $546,000.00 to include $258,880.00 compensation for the amended Scope of Services herein.

4.2 Invoices shall be submitted monthly for work performed. Invoice shall be accompanied by progress report of accomplishments and work products within the period. If progress is satisfactory within each invoice period, according to work plan, payment will be issued.

4.3 Consultant shall submit invoices to City, in a form acceptable to City, which City shall pay within 30 days of receipt and upon approval by Director. Invoices shall be submitted to: City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to City of San Antonio, Department of Planning & Community Development, Attention: Rudy Nino, P.O. Box 839966, San Antonio, Texas 78283-3966.

4.4 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in section 4.1 above. Total payments to Consultant cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing in accordance with Article XVI. Amendments.

4.5 Final acceptance of work products and services require written approval by City. The approval official shall be Director. Payment will be made to Consultant following written approval of the final work products and services by Director. City shall not be obligated or liable under this Agreement to any party, other than Consultant, for the payment of any monies or the provision of any goods or services.

II. PROVISIONS REMAIN IN EFFECT

All other terms, conditions, covenants and provisions of the Original Contract and Amendment I, not specifically mentioned herein and revised by this document, are hereby

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retained in their entirety, unchanged, and shall remain in full force in effect for the duration of said Original Contract, and any renewals thereof.

III. ENTIRE AGREEMENT

This agreement, as amended, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein.

EXECUTED and **AGREED** to as of the dates indicated below.

CITY OF SAN ANTONIO	**CONSULTANT** **Moore Iacofano Goltsman, Inc.**
_____	_____
(Signature)	*(Signature)*
Printed Name: _____	Printed Name: **Daniel Iacofano**
Title: _____	Title: **CEO/Principal**
Date: _____	Date: _____

Approved as to Form:

_____

Assistant City Attorney

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